

Exhibit B

To the Declaration of J. Michael Keyes in Support of Defendant's Opposition to Plaintiff's Motion to Exclude and/or Strike Defendant's Expert Witness and Report

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MICHAEL GRECCO
PRODUCTIONS, INC.,

Plaintiff,

v.

TIKTOK, INC.,

Defendant.

Civil Action No. 2:24-cv-04837-FLA-
MAR

**PLAINTIFF’S AMENDED
ANSWERS TO DEFENDANT’S
FIRST SET OF
INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, plaintiff Michael Grecco Productions, Inc. (“Plaintiff”) submits these amended answers to defendant TikTok, Inc.’s (“Defendant”) First Set of Interrogatories (the “Interrogatories”) as follows:

INTERROGATORIES

1 **AMENDED RESPONSE:** Pursuant to Fed. R. Civ. P. 33(d), Plaintiff refers
2 Defendants to the documents being produced in response to the First
3 Requests for Production 4, 5 and 6.
4

5 3. Identify all marketplaces through which the Works are offered for
6 download, purchase, license, access or use, including without limitation all
7 websites owned by Plaintiff and any stock photo marketplaces, such as
8 Shutterstock, iStock, Unsplash, Pixabay, or the like.
9

10 **ANSWER:** See response to Interrogatory 1.

11 4. State the standard or going licensing fee for each of the Works,
12 including the terms associated with such licensing fee.
13

14 **ANSWER:** The licensing fee for each of the works is determined by the use
15 of the end user, as calculated by the shopping cart tool on Plaintiff's website.

16 5. Describe in detail the damages to which Plaintiff claims it is entitled
17 for each of the Works, including without limitation the amount of actual damages,
18 if any, and the amount of statutory damages, if any, for each Work.
19

20 **ANSWER:** Statutory damages under the Copyright Act are in the
21 court/jury's discretion and range from \$200 - \$150,000 for each of the
22 Works. Plaintiff defers to the court/jury to determine the fair amount
23 Plaintiff's actual damages consists of the licensing fees shown by the
24 shopping cart feature on Plaintiff's website for each of the Works. Further,
25

1 by proliferating Plaintiff's Works, Defendant has lessened the value thereof
2 for future licensing abilities. Plaintiff does not know the extent of the
3 proliferation or loss in value at this time.
4

5 6. Identify all Documents relating to Plaintiff's calculation of damages
6 for each Work, including without limitation all Documents relating to Plaintiff's
7 calculation of actual damages, if any, and Plaintiff's calculation of statutory
8 damages, if any, for each Work.
9

10 **ANSWER:** Pursuant to Fed. R. Civ. P. 33(d), Plaintiff refers Defendant to
11 the documents being produced in response to the First Request for
12 Production, specifically those produced in response to Request 4 and 6.
13

14 7. Identify all Agreements relating to the use of one or more of the
15 Works, including without limitation all settlement agreements and licensing
16 agreements.
17

18 **ANSWER:** Plaintiff objects to this interrogatory as not relevant to claims or
19 defenses at issue in this lawsuit. The identity and/or existence of other
20 infringers has no bearing on whether Defendant committed infringement or
21 any of the actual defenses asserted by Defendant. Subject to the foregoing,
22 and pursuant to Fed. R. Civ. P. 33(d), Plaintiff refers Defendant to the
23 documents being produced in response to the First Request for Production,
24 specifically those produced in response to Request 6.
25

1 **ANSWER:** Plaintiff objects to this interrogatory as it seeks a legal analysis
2 and/or legal conclusion. Subject to the foregoing, Plaintiff's works were
3 used in commercial fashion on Defendant's platform to generate income
4 and/or exposure for Defendant and its end-users. There was nothing
5 transformative about the use, nor was it educational/done for commentary.
6

7 14. Describe in detail the basis for Your contention that Plaintiff sent
8 DCMA compliant takedown notices to Defendant for each of the allegedly
9 infringing uses identified in Exhibit N, including without limitation when each
10 takedown notice was sent, to whom and by whom each takedown notice was sent,
11 and what information was included in each takedown notice.
12

13 **ANSWER:** Pursuant to Fed. R. Civ. P. 33(d), Plaintiff refers Defendants to
14 the documents being produced in response to the First Request for
15 Production, specifically those produced in response to Request 22.
16

17 **AMENDED ANSWER:** The DMCA Takedown notices were drafted by
18 Ceci Iglesias.
19

20
21 Dated: April 28, 2025.

22 AMENDED: July 14, 2025

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By: /s/ Lauren M. Hausman

Lauren M. Hausman, Esq.

Jonathan Alejandrino, Esq. (*pro hac vice*)

CERTIFICATE OF SERVICE

I hereby certify that on July 14, 2025, I served the foregoing *amended* document via e-mail to: J. Michael Keyes (keyes.mike@dorsey.com), Connor J. Hansen (hansen.connor@dorsey.com), Dylan J. Harlow (harlow.dylan@dorsey.com), and Kent J. Schmidt (schmidt.kent@dorsey.com).

/s/ Lauren M. Hausman

Lauren M. Hausman, Esq.